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BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Application Number: 09/444,774
Filing Date: November 22, 1999
Appellant(s): MIKURAK, MICHAEL G

Maura K. Moran
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 5/18/2009 appealing from the Office action mailed 8/27/2008.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,167,378	Webber	12-2000
6,289,385	Whipple	9-2001
6,373,498	Abgrall	4-2002
5,991,735	Gerace	11-1999

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 70, 73-81, 87, 90-98, 104, 107-111 are rejected under 35 U.S.C. 103(a) as being unpatentable over Webber (6,167,378) in view of Whipple (6,289,385).

Claim 70, 87, 104: Webber discloses a method, system, medium for a first business entity to provide installation management in a network based supply chain framework between at least two other independent business entities such as service providers, vendors, resellers, manufacturers and the like, comprising:

causing a first business entity using a network to (col 6, lines 13-24; Fig. 4; col 19, lines 9-26):

(a)   receive information including information relating to a service provided by a service provider from the service provider (col 6, lines 60-67; Fig. 4; col 1, lines 12-17; col 19, lines 9-26);

(b)   receive information including information relating to manufacturer offerings by a manufacturer from the manufacturer (col 6, lines 60-67; Fig. 4; col 19, lines 9-26);

(c) use the information provided by the service provider and the manufacturer to match the service to the offerings (col 6, lines 62-64; Fig. 4; col 2, lines 34-36; col 8, line 65-col 9, line 17; col 9, lines 47-52; col 19, lines 9-26).

Webber does not explicitly disclose that the service and manufacturer offerings information is utilized to manage installations.

However, Webber discloses installations (col 16, lines 20-25) computer service providers (col 6, lines 13-23) and that the information can be utilized to manage a wide range of relations between manufacturers, service providers, and clients (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to that Webber's contracts management matching and managing method can involve contracts involving installation management. One would have been motivated to do this because installation management is an obvious form of contracts managements that involves several parties.

Webber further discloses that his invention is oriented towards project management that can include a wide variety of entities (col 3, lines 60-65; col 14, lines 47-55). Webber further discloses complex management across numerous companies that also includes supply chain management (col 21, lines 25-37). Examiner further notes that installation management is a type of project management.

Webber does not explicitly disclose that the first business entity is a framework manager.

However, Whipple discloses an event manager or global collaboration manager that coordinates all aspects of project management and framework management (col 2, lines 50-60; Fig. 2; col 3, lines 16-23; col 4, lines 33-51). Whipple further discloses that the project management can include numerous aspects of managing complex multi-enterprise projects (col 12, lines 30-60) and that the types of project that can be managed is highly flexible (col 15, lines 5-17) and that framework management has numerous aspects to it (col 17, lines 45-60). Whipple further discloses supply chain management (col 1, lines 26-31).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Whipple's framework manager to Webber's first business entity in project management. One would have been motivated to do this in order to expand the flexibility and extensiveness of the project management that Webber discloses.

Webber further discloses that the business entities and parties involved, including project management, utilize the Internet (Fig. 1, Fig. 2).

Webber discloses that a wide variety of business entities are involved, (Fig. 1, Fig. 2) including various businesses, services, contracts, parties (col 3, lines 59-68).

Webber further discloses matching buyers of goods or services with suppliers of goods or services, the matching of proposals (col 20, lines 15-21; col 7, lines 27-40; col 20, lines 29-43).

Webber further discloses using and evaluating the information provided by the service provider via the network and the manufacturer to match the service to the offerings (col 20, lines 15-21; col 20, lines 29-43).

Note that Webber's matching of a service request with the information on suppliers, goods, and services is evaluating which supplier, good, or service is an appropriate or possible match with the service request. Also, note that the evaluation can include cost information (col 20, lines 50-65; col 20, lines 21-30). Note that it would be obvious for Webber to include the provided price information when evaluating which match to inform the user of. Webber would be motivated to do this in order to reduce cost to the user.

Additionally, Webber discloses taking into account cost as a factor (col 3, lines 40-43; col 4, lines 1-5; col 4, lines 37-43; col 17, lines 52-64; col 19, lines 45-55) and other requirements (col 6, lines 30-37; col 20, lines 50-65).

Webber further discloses a third party (EFT) managing interactions between different companies (col 12, lines 11-25).

Webber further discloses that the managing is done by an independent third party (col 6, lines 12-28; Fig. 9) between a wide variety of entities (col 1, lines 5-45).

Webber further discloses establishing a supply chain (col 20, lines 15-21; col 7, lines 27-40; col 20, liens 29-43; col 6, lines 12-28; Fig. 9; col 1, lines 5-45).

Whipple further discloses planning a supply chain (col 1, lines 31-65). Planning and establishing a supply chain are related in goals and objects.

Additionally, Webber discloses utilizing a third party (col 6, lines 13-24; Fig. 2, item 260; col 14, lines 4-11).

Whipple discloses utilizing a third party (Fig. 18, item 160, 162; col 17, lines 40-45).

Additionally, Webber discloses planning (col 13, lines 5-10).

Whipple discloses planning (col 1, lines 27-31).

Webber further discloses managing collaboration between the matched service provider and the manufacturer by facilitating the transmitting of information between the matched service provider and the manufacturer (col 19, lines 9-26).

Webber further discloses providing a collaborative planning tool for managing the collaboration between the matched service provider and the manufacturer (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54).

Webber further discloses the utilization of a collaborative planning tool (col 6, lines 24-28; col 16, lines 18-40; col 20, lines 10-15; Fig. 9; col 6, lines 13-24; Fig. 2, item 260; col 14, lines 4-11).

Additionally, Webber discloses taking into account cost as a factor (col 3, lines 40-43; col 4, lines 1-5; col 4, lines 37-43; col 17, lines 52-64; col 19, lines 45-55) and other requirements (col 6, lines 30-37).

In reference to independent claim 70, the combination of the prior art renders obvious:

causing a framework manager using a network to:

(a) receive information via the network including information relating to a

service provided by a service provider from the service provider (Webber; col 6, lines 60-67; Fig. 4; col 19, lines 9-26; col 1, lines 12-17);

      (b) receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer (Webber; col 6, lines 60-67; Fig. 4; col 19, lines 9-26);

      (c) use and evaluate the information provided by the service provider via the   network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements (Webber; Fig. 4; col 19, line 9-26; col 9, lines 47-52; col 20, lines 29-43; col 8, lines 65-col 9, line 17) [also, note that cost can be one of the factors evaluated: Webber; col 20, lines 21-30; col 20, lines 50-65; col 3, lines 40-43; col 4, lines 1-5; col 4, lines 37-43; col 17, lines 52-64; col 19, lines 45-55]; and

      (d) use the service and manufacturer offerings to   manage information installations through the use of a collaborative planning tool which facilitates the transfer of the information received   from the service provider and the information received from the manufacturer (Webber; col 16, lines 18-40; col 6, lines 13-28; col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31; col 20, lines 10-15; Fig. 9; Fig. 2, item 260; col 14, lines 4-11).

    And, the preceding is obvious in light of the rejection above.

    Additionally, on 4/1/2008, Applicant has added the features of:

"speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories";

Examiner notes that Webber discloses logistics and shipping coordination (col 1, lines 5-15, inventory management and efficient delivery of goods (col 2, lines 55-65) , and inventory management (col 3, lines 1-10), and optimization of integration across the delivery supply chain (col 4, lines 10-15). Therefore, Webber renders obvious speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories.

On 4/1/2008, Applicant also added the features of "wherein the framework manager provides installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users".

However, as noted in the rejection above, Webber does not explicitly disclose that the service and manufacturer offerings information is utilized to manage installations.

However, Webber discloses installations (col 16, lines 20-25) computer service providers (col 6, lines 13-23) and that the information can be utilized to manage a wide range of relations between manufacturers, service providers, and clients (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to that Webber's contracts management matching and managing method can involve contracts involving installation management. One would have been motivated to do this because installation management is an obvious form of contracts managements that involves several parties.

Webber further discloses that his invention is oriented towards project management that can include a wide variety of entities (col 3, lines 60-65; col 14, lines 47-55). Webber further discloses complex management across numerous companies that also includes supply chain management (col 21, lines 25-37). Examiner further notes that installation management is a type of project management. Also, Examiner notes that Appellant's claims present no special features regarding installation management as opposed to other types of project management. Appellant presents no special features in the claims that distinguish what installation management is. Hence, installation management can be broadly interpreted.

Claim 73, 90, 107: Webber and Whipple disclose a method as recited in claim 70, and Webber further discloses the first business entity using the network to: facilitate milestone-based project planning between the matched service provider and the manufacturer (col 17, lines 24-31; col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54).

Claim 74, 91, 108: Webber and Whipple disclose a method as recited in claim 70, and Webber further discloses the first business entity using the network to: display the manufacturer offerings of the matched manufacturer to the matched service provider using the network, and display the services provided by the matched service provider to the matched manufacturer (col 19, lines 9-26).

Claim 75, 92: Webber and Whipple disclose a method as recited in claim 70, and Webber further discloses that the information of the manufacturer includes information

relating to the availability of the manufacturer offerings (col 20, lines 15-30; col 20, lines 50-65).

Claim 76, 93, 109: Webber and Whipple disclose a method as recited in claim 75, and Webber further discloses the first business entity using the network to:

notify the service provider of the availability of the manufacturer offerings that match a service installation (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31).

Claim 77, 94, 110: Webber and Whipple disclose a method as recited in claim 72 for milestone-based project planning during installation management in a network-based supply chain environment, and Webber further discloses:

(a)   displaying on a display a pictorial representation of an existing service including a plurality of components (col 4, lines 60-61; col 8, lines 41-51; col 11, lines 28-34; col 14, lines 40-44);

(b)   presenting on the display a first set of components that are to be delivered for an installation in a first phase by indicia coding the first set (col 17, lines 24-31); and

(c)   presenting on the display a second set of components of the installation that are to be delivered for the installation in a second phase (col 17, lines 24-31; col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54).

Webber does not explicitly disclose that different indicia are used for different phases of the project.

Webber further discloses project management (col 3, lines 60-65; 14, lines 48-54), scheduling (col 17, lines 24-31), and customized display formats (col 16, lines 19-

47) in order to streamline processes (col 16, lines 14-47). Webber further discloses

custom symbols in order to make a document easier to read and utilize (col 16, lines 33-

36).

However, Webber further discloses project management (col 3, lines 60-65; 14,

lines 48-54), scheduling (col 17, lines 24-31), and customized display formats (col 16,

lines 19-47) in order to streamline processes (col 16, lines 14-47). Webber further

discloses custom symbols in order to make a document easier to read and utilize (col

16, lines 33-36).

Therefore, it would have been obvious to one having ordinary skill in the art at

the time the invention was made to Webber's utilization of symbols or indicia to

Webber's project management. One would have been motivated to do this because

indicia or symbols allow a user an easy way to track different aspects of a project.

Claim 78, 95, 111: Webber and Whipple discloses a method as recited in claim

77.

Webber does not explicitly disclose presenting a legend which defines the indicia

coding with respect to the phases of delivery of the components.

However, Webber discloses project management (col 3, lines 60-65; 14, lines 48-

54), scheduling (col 17, lines 24-31), and customized display formats (col 16, lines 19-

47) in order to streamline processes (col 16, lines 14-47). Webber further discloses

custom symbols in order to make a document easier to read and utilize (col 16, lines

33-36).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add a legend to Webber's project management and the utilization of symbols in a document. One would have been motivated to do this because a legend is obvious in any document that utilizes special symbols.

Claim 79, 96: Webber and Whipple disclose a method as recited in claim 77, and Webber further discloses that the components of the existing service are selected from the group of components including security services, network services, web services, client services, integration capabilities, data services, directory services, management services, operation services, and developer services (col 3, lines 60-65; 14, lines 48-54; Fig. 2; Fig. 4).

Claim 80, 97: Webber and Whipple disclose a method as recited in claim 77, and Webber further discloses that the components of the existing service are selected from the group of components including commerce-related services, content related services, administration-related services, customer-related services, and education related services (col 3, lines 60-65; 14, lines 48-54; Fig. 2; Fig. 4).

Claim 81, 98: Webber and Whipple disclose a method as recited in claim 77.

Webber does not explicitly disclose that the indicia coding is selected from the group of indicia coding including texture coding, color coding, and shading coding.

However, Webber discloses customized display formats (col 16, lines 19-47) in order to streamline processes (col 16, lines 14-47). Webber further discloses custom symbols in order to make a document easier to read and utilize (col 16, lines 33-36).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add texture, color, or shading Webber's documents with specialized symbols. One would have been motivated to do this because texture, color, or shading are obvious ways to make something stand out in a document and to attain the attention of a reader.

Claims 82, 83, 84, 86, 99, 100, 101, 103, 112-115 are rejected under 35 U.S.C. 103(a) as being unpatentable over Webber (6,167,378) in view of Whipple (6,289,385) in view of Abgrall (6,373,498).

Claim 82, 83, 84, 86, 99, 100, 101, 103, 112, 113, 114, 115: Webber and Whipple disclose a method as in claim 70. Webber further discloses installing a service (col 16, lines 20-25) and project management (col 3, lines 60-65; 14, lines 48-54) and that users can buy goods or services or make specific requests (col 20, lines 15-21).

Webber does not explicitly disclose profiling a client user.

However, Abgrall discloses a method, program, and apparatus for displaying content to a user based on a profile (Abstract and col 3, lines 28-31). Abgrall further discloses identifying a user (col 8, lines 49-51; col 3, lines 8-11; and Fig. 1), collecting information about the user wherein the information relates to the installation of a service (col 3, lines 1-8), building a profile of the user based on the collected information (col 3, lines 10-15), managing a plurality of different contents (col 2, lines 23-33), analyzing the profile and the contents in order to match attributes of the profile of the user and attributes of the contents (col 9, lines 25-55), selecting the contents which have

attributes that match the attributes of the profile of the user (col 9, lines 40-42), and

delivering the selected contents to the user (col 9, lines 40-42).

Abgrall further discloses that the step of analyzing the profile occurs in real time

(col 9, lines 50-55 and col 10, lines 20-29).

Abgrall further discloses identifying a time when the user last viewed the

contents, and indicating portions of the contents that have been modified or added since

the time when the user last viewed the contents (col 3, lines 10-15; col 4, lines 26-31;

col 11, lines 34-35; and col 10, lines 20-25).

Abgrall further discloses further discloses allowing the user to rate the contents

(col 4, line 67-col 5, line 7 and col 10, lines 22-25).

Therefore, it would have been obvious to one having ordinary skill in the art at

the time the invention was made to add Abgrall's profiling a client user to Webber's

providing a service to a client user and allowing a client user to purchase goods or

services. One would have been motivated to do this because profiling a client user who

makes requests or purchases goods or services increases the likelihood of more

efficient sales of goods or services to the client user.

Additionally, the following was noted on page 15, 16 of the Rejection dated

8/27/2008. On 4/1/2008, Applicant added the following features to claim 82:

"(c) building a profile of the business entity user based on the collected

information, including storing the collected information externally, checking the collected

information for omissions, errors, and duplications, and processing the collected

information to produce the profile; "

However, as priorly noted in the rejection above, Abgrall discloses profiles for

users. And. Abgrall further discloses that the user profile information is stored external

to the user computer or storing the collected information externally (Fig. 1, item 22; col

9, lines 25-55, "Upon obtaining the user and system profile of the computer system

100, the profile manager application forwards the results to the data loader application,

which subsequently provides the information to the server 22. . .").

And, Webber discloses that errors occur during data entry and tracking (col 2,

lines 40-47). Webber further discloses that when data is entered into a database or

data is entered for processing that it is good to "check for /* errors, and ensure that it is

/* formatted as expected." (col 22, lines 50-67). Hence, Webber would check the

profile information of Abgrall for errors.

Claim 85, 102 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Webber (6,167,378) in view of Whipple (6,289,385) in view of Abgrall (6,373,498) in

view of Gerace (5,991,735).

Claim 85, 102: Webber, Whipple, and Abgrall disclose a method as in claims 82.

Abgrall further discloses that the user is identified by receiving user input (col 4, line 67-

col 5, line 7 and col 10, lines 22-25) and that digital signatures are used (col 9, lines 3-

11).

Abgrall further discloses profiling the user utilizing a variety of means (col 3, lines

1-15), utilizing a website and downloaded software to assist in the user identification

and profiling (col 4, lines 20-27; col 4, line 65-col 5, line 6), and that the system can

utilize the Internet and websites (col 2, lines 35-45; col 2, lines 22-26).

Abgrall does not explicitly disclose the use of cookies to identify a user.

However, Gerace discloses identifying a user and his preferences using cookies (col 13, line 59- col 14, line 2). Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to add Gerace's utilization of cookies to Abgrall's user profiling and content delivery method, program, and system. One would have been motivated to do this so that Abgrall can track users utilizing a method common to the industry that provides ease of management when interacting with the Internet.

(10) Response to Argument

Examiner notes that the combination of the prior art renders obvious the features of the Appellant's independent claim 70.

In reference to representative independent claim 70, the combination of the prior art renders obvious:

causing a framework manager using a network to:

(a) receive information via the network including information relating to a service provided by a service provider from the service provider (Webber; col 6, lines 60-67; Fig. 4; col 19, lines 9-26; col 1, lines 12-17);

(b) receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer (Webber; col 6, lines 60-67; Fig. 4; col 19, lines 9-26);

      (c)   use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements (Webber; Fig. 4; col 19, line 9-26; col 9, lines 47-52; col 20, lines 29-43; col 8, lines 65-col 9, line 17) [also, note that cost can be one of the factors evaluated: Webber; col 20, lines 21-30; col 20, lines 50-65; col 3, lines 40-43; col 4, lines 1-5; col 4, lines 37-43; col 17, lines 52-64; col 19, lines 45-55]; speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories (Webber, col 1, lines 5-15; col 2, lines 55-65; col 3, lines 1-10); and

      (d) use the service and manufacturer offerings to manage information installations through the use of a collaborative   planning tool which facilitates the transfer of the information received   from the service provider and the information received from the manufacturer (Webber; col 16, lines 18-40; col 6, lines 13-28; col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31; col 20, lines 10-15; Fig. 9; Fig. 2, item 260; col 14, lines 4-11).

wherein the framework manager provides installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users (Webber, col 16, lines 20-25; col 6, lines 13-23; col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31).

And, the preceding is obvious in light of the rejection above.

The following is in response to the arguments presented by the Appellant in the

Appeal Brief dated 5/18/2009.

VII.B.1.a.i

On page 10, in regards to independent claim 70, Appellant states that the

combination of the prior art does not render obvious, "causing a framework manager. .

.to use and evaluate the information. . .to match the service to the offerings."

Examiner notes that it is the Applicant's claims as stated in the Applicant's claims

that are being rejected with the prior art. Also, although the claims are interpreted in

light of the specification, limitations from the specification are not read into the claims.

See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). And,

Examiner notes that claims are given their broadest reasonable construction. See *In re

Hyatt*, 211 F.3d 1367, 54 USPQ2d 1664 (Fed. Cir. 2000).

The prior art discloses the framework manager.

Webber discloses a central manager who matches (Fig. 1, item 7, item 13; Fig. 4,

item 260). Webber does not explicitly disclose that the central manager is a framework

manager. However, Whipple discloses an event manager or global collaboration

manager that coordinates all aspects of project management and framework

management (col 2, lines 50-60; Fig. 2; col 3, lines 16-23; col 4, lines 33-51). Whipple

further discloses that the project management can include numerous aspects of

managing complex multi-enterprise projects (col 12, lines 30-60) and that the types of

project that can be managed is highly flexible (col 15, lines 5-17) and that framework

management has numerous aspects to it (col 17, lines 45-60). Whipple further

discloses supply chain management (col 1, lines 26-31). Therefore, as noted in the

rejection above, it would have been obvious to one having ordinary skill in the art at the

time the invention was made to add Whipple's framework manager to Webber's first

business entity in project management. One would have been motivated to do this in

order to expand the flexibility and extensiveness of the project management that

Webber discloses.

Hence, the prior art renders obvious the framework manager.

Also, Webber discloses using and evaluating acquired information to match

offerings to service requirements (Fig. 4; col 20, lines 29-43; col 9, lines 47-52; col 19,

line 9-26; col 8, lines 65-col 9, line 17).

Note in these figures and citations that a request for services is communicated to

a seller and that this request for services from the seller is then matched with the

appropriate manufacturer out of numerous manufacturers. Hence, the service

request/requirements of the user is used to match the appropriate seller with the

appropriate manufacturer who can fulfill the request. Also, note that the CAP of Figure

4 is utilized to make this comparison, evaluation, and matching.

Also, note from these citations that the using and evaluating acquired information

to match offerings to service requirements are performed by Webber (Fig. 4 and below

citations):

"(97)   The CAP optionally has stored a master directory, which contains
information on suppliers, goods and services not otherwise listed in the
system, and a contact address for the suppliers. When a product or services is
requested that is not otherwise listed in the system, the CAP accesses the
stored master directory, locates the requested good or service, and contacts
the supplier by generating an automatic notification. Where the supplier's
contact address is accessible electronically or via facsimile, the notification
is delivered to the electronic address or facsimile number. If, on the other

hand, the supplier's contact address is not accessible electronically, the CAP
generates a hard copy which is manually mailed to the address or a telephone
call is performed (col 20, lines 29-43).

(31)   A digital contract is "executed" by any acceptable means, including
digital signature or automatic ratification. A digital contract may be for one
or more products, goods, or services between individual parties. A contract
for an entity to supply specific goods or services is linked to another
contract for another entity to acquire those specific goods or services (col 9, lines 47-
52).

(89)   FIG. 8 more fully illustrates a supply chain for a given product. The
supply chain for particular products may be different. Each supply chain may
include as parties sellers, local wholesalers, district and regional
distributors, manufacturing warehouses, manufacturers, suppliers to
manufacturers, their respective shippers and their respective financial
institutions. Since the contracts for the various parties in the supply chain
have previously been stored and authorized, once party A initiates an event
such as a PO, each contract for each preceding party, shipper and bank is
automatically linked to the next contract. This automation is substantially
simultaneous and error free, since there is the advantage that human
intervention is not required. of course, a contract could be drafted so that
human intervention is required, for example to authorize the transaction. A
goal would be to fully integrate the entire supply chain for all products so
that all business can be automated and streamlined" (col 19, lines 9-26).

Also, note that in these citations preceding that Webber (col 20, lines 29-43)

discloses information on the various parties involved, that a request for services comes

in, the request for service is evaluated and the appropriated service provider is chosen

and matched with the request.

Hence, the prior art renders obvious a framework manager using and evaluating

the information to match the service to the offerings

VII.B.1.a.ii

On page 13, in regards to claim 70, Appellant states that the references fail to

teach or suggest "managing installations."

As noted in the rejection above, Webber does not explicitly disclose that the service and manufacturer offerings information is utilized to manage installations.

However, Webber discloses installations (col 16, lines 20-25) computer service providers (col 6, lines 13-23) and that the information can be utilized to manage a wide range of relations between manufacturers, service providers, and clients (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54; col 17, lines 24-31).

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to that Webber's contracts management matching and managing method can involve contracts involving installation management. One would have been motivated to do this because installation management is an obvious form of contracts managements that involves several parties.

Webber further discloses that his invention is oriented towards project management that can include a wide variety of entities (col 3, lines 60-65; col 14, lines 47-55). Webber further discloses complex management across numerous companies that also includes supply chain management (col 21, lines 25-37). Examiner further notes that installation management is a type of project management. Also, Examiner notes that Appellant's claims present no special features regarding installation management as opposed to other types of project management. Appellant presents no special features in the claims that distinguish what installation management is. Hence, installation management can be broadly interpreted. And, the prior art renders obvious installation management as a form of project management or project planning. And, the

prior art renders obvious project management or project planning.

Hence, the prior art renders obvious the prior art renders obvious project management or project planning. And, the prior art renders obvious installation management.

VII.B.1.a.iii

On page 18 dated 5/18/2009, in regards to claim 70, Appellant states that the combination of the prior art does not render obvious, ""a service provider" as one of the "independent business entity users" for which a "framework manager us[es] a network to. . .manage installations"".

However, as noted preceding, the prior art renders obvious a framework manager using a network to manage installations.

And, Webber discloses a service provider who is an independent business entity that provides services within the project management system:

"A digital contract incidentally should be taken as authorizing <u>a service provider to operate</u> in accordance with the terms in the digital contract.

A digital contract is "executed" by any acceptable means, including digital signature or automatic ratification. <u>A digital contract may be for one or more products, goods, or services between individual parties. A contract for an entity to supply specific goods or services is linked to another contract for another entity to acquire those specific goods or services.</u> (9:43-51)

The contracts for each respective entity are linked to the requesting supplier of goods or services, and to other entities or data as may be further required in the transaction. If a particular transaction within the chain generates multiple fulfillment obligations within one entity, these will be linked together. Multiple fulfillment obligations within one entity can be linked the same as an entity-to-entity linked contract" (10:1-7).

Hence, Webber discloses an independent service providers providing services within the context of the project management system.

VII.B.1.a.iv

On page 20, in regards to claim 70, Appellant states, the references "fail to teach or suggest use of a collaborative planning tool."

However, Webber further discloses providing a collaborative planning tool for managing the collaboration between the matched service provider and the manufacturer (col 19, lines 9-26; col 3, lines 60-65; col 14, lines 48-54).

Webber further discloses the utilization of a collaborative planning tool (col 6, lines 24-28; col 16, lines 18-40; col 20, lines 10-15; Fig. 9; col 6, lines 13-24; Fig. 2, item 260; col 14, lines 4-11).

Also, Webber discloses planning (col 13, lines 5-10).

Whipple discloses planning (col 1, lines 27-31).

Note in the above citations that numerous parties work together to the completion of the project.

VII.B.1.a.v

On page 22, Appellant presents arguments against the motivation to combine Webber in view of Whipple.

Examiner notes that both Webber and Whipple disclose project management features. And, Whipple provides an obvious extension of the project management capabilities of Webber. Hence, it would be obvious to one skilled in the art to extend the project planning capabilities of Webber with some of the project planning capabilities of Whipple.

VII.B.1.b

On page 23, in regards to dependent claim 73, Appellant states that the prior art does not render obvious that the framework manager "facilitate milestone-based project planning between the matched service provider and the manufacturer."

However, because it is in the preamble of dependent claim 73, it does not matter that it is the framework manager who facilitates the milestone based planning. Rather, it could a variety of parties who do the facilitating. Regardless, Webber discloses that it is the central project management service of the prior art, or framework manager, that is coordinating the project management between the different parties (Fig. 9, item 1007, "CAP"; also, note the above citations from Webber which show the central framework manager coordinating between the different parties).

And, as noted above, Webber in view of Whipple discloses extensive project

planning features. And, Webber discloses project planning with specific time periods

and time frames where goals and/or objectives must be met (col 17 lines 24-31, "the

specified activity. . .time schedule. . .specified date and/or time"; col 19, lines 55-65,

"events which trigger activity. . .when triggered by events. . at the time specified. . .").

Hence, the combination of the prior art renders obvious milestone-based project

planning.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the

Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/Arthur Duran/
Primary Examiner, Art Unit 3622
6/29/2009

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